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9 **UNITED STATES DISTRICT COURT**
10 **CENTRAL DISTRICT OF CALIFORNIA**
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12 THE ESTATE OF ROSE DENLEY, }
13 by and through its Personal }
14 Representative, WILLIAM DENLEY; }
15 WILLIAM DENLEY, individually, }

16 Plaintiffs,

17 vs.

18 COUNTY OF VENTURA, }
19 WELLPATH, LLC, DEPUTY }
20 VILLIAN LEVINE, JONATHAN DE }
21 FELIPE, DOROTHY ARELLANO, }
22 and DOES 1-10, inclusive, }

23 Defendants.

Case No. 2:23-cv-04865-JWH (JCx)

Honorable John W. Holcomb

PROTECTIVE ORDER

24 1. A. PURPOSES AND LIMITATIONS

25 As the parties have represented that discovery in this action is likely to
26 involve production of confidential, proprietary, or private information for which
27 special protection from public disclosure and from use for any purpose other than
28 prosecuting this litigation may be warranted, this Court enters the following

1 Protective Order. This Order does not confer blanket protections on all disclosures
2 or responses to discovery. The protection it affords from public disclosure and use
3 extends only to the limited information or items that are entitled to confidential
4 treatment under the applicable legal principles. Further, as set forth in Section 12.3,
5 below, this Protective Order does not entitle the parties to file confidential
6 information under seal. Rather, when the parties seek permission from the court to
7 file material under seal, the parties must comply with Civil Local Rule 79-5 and
8 with any pertinent orders of the assigned District Judge and Magistrate Judge.

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10 B. GOOD CAUSE STATEMENT

11 This action is likely to involve the exchange of documents, items,
12 materials, law enforcement sensitive information, medical records, personnel
13 information and other information that contain sensitive and confidential
14 information that derives actual or potential value from not being generally known
15 to the public, are the subject of reasonable efforts to maintain their
16 confidentiality, and for which special protection from public disclosure and from
17 use for any purpose other than prosecution of this action is warranted. These
18 records include materials relating to the investigation of Decedent Rose Denley's
19 death, material relating to or regarding the personnel files and/or records of
20 Ventura County Sheriff's Office or Wellpath employees, medical records, records
21 concerning the description, design, and layout of the Ventura County Jail,
22 material relating to incidents involving Plaintiff or Decedent containing sensitive
23 and private information regarding third parties, Ventura County and/or Wellpath
24 policies, procedures, and/or training materials, sensitive and private information
25 regarding third parties, Internal Affairs materials and information, video
26 recordings, photograph, audio recordings, and other materials and information
27 depicting and/or describing the layout of any jail facility. This action is also
28 expected to include the use of sensitive information and records relating to

1 Decedent's physical health, mental health, substance use, and treatment, as well
 2 as criminal records involving Decedent and/or Plaintiff.

3 Such confidential materials and information consist of, among other things,
 4 documents and/or writings protected by the Official Information Privilege, the
 5 right to privacy guaranteed by in the Federal Constitution, First Amendment,
 6 California Constitution, Article I, Section I, and various California Government,
 7 Penal, and Evidence Code section, as well as information otherwise generally
 8 unavailable to the public, or which may be privileged or otherwise protected from
 9 disclosure under state or federal statutes, court rules, case decisions, or common
 10 law. Accordingly, to expedite the flow of information, to facilitate the prompt
 11 resolution of disputes over confidentiality of discovery materials, to adequately
 12 protect information the parties are entitled to keep confidential, to ensure that the
 13 parties are permitted reasonable necessary uses of such material in preparation for
 14 and in the conduct of trial, to address their handling at the end of the litigation,
 15 and serve the ends of justice, a protective order for such information is justified in
 16 this matter. It is the intent of the parties that information will not be designated as
 17 confidential for tactical reasons and that nothing be so designated without a good
 18 faith belief that it has been maintained in a confidential, non-public manner, and
 19 there is good cause why it should not be part of the public record of this case.

21 2. DEFINITIONS

22 2.1 Action: *The Estate of Rose Denley, et al. v. County of Ventura, et*
 23 *al.*; Case No. 2:23-cv-04865-JWH (JCx).

24 2.2 Challenging Party: a Party or Non-Party that challenges the
 25 designation of information or items under this Order.

26 2.3 "CONFIDENTIAL" Information or Items: information (regardless of
 27 how it is generated, stored or maintained) or tangible things that qualify for
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1 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
2 the Good Cause Statement.

3 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
4 their support staff).

5 2.5 Designating Party: a Party or Non-Party that designates information
6 or items that it produces in disclosures or in responses to discovery as
7 “CONFIDENTIAL.”

8 2.6 Disclosure or Discovery Material: all items or information, regardless
9 of the medium or manner in which it is generated, stored, or maintained (including,
10 among other things, testimony, transcripts, and tangible things), that are produced
11 or generated in disclosures or responses to discovery in this matter.

12 2.7 Expert: a person with specialized knowledge or experience in a matter
13 pertinent to the litigation who has been retained by a Party or its counsel to serve
14 as an expert witness or as a consultant in this Action.

15 2.8 House Counsel: attorneys who are employees of a party to this
16 Action. House Counsel does not include Outside Counsel of Record or any other
17 outside counsel.

18 2.9 Non-Party: any natural person, partnership, corporation, association,
19 or other legal entity not named as a Party to this action.

20 2.10 Outside Counsel of Record: attorneys who are not employees of a
21 party to this Action but are retained to represent or advise a party to this Action and
22 have appeared in this Action on behalf of that party or are affiliated with a law firm
23 which has appeared on behalf of that party, and includes support staff.

24 2.11 Party: any party to this Action, including all of its officers, directors,
25 employees, consultants, retained experts, and Outside Counsel of Record (and their
26 support staffs).
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1 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
2 Discovery Material in this Action.

3 2.13 Professional Vendors: persons or entities that provide litigation
4 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
5 demonstrations, and organizing, storing, or retrieving data in any form or medium)
6 and their employees and subcontractors.

7 2.14 Protected Material: any Disclosure or Discovery Material that is
8 designated as “CONFIDENTIAL.”

9 2.15 Receiving Party: a Party that receives Disclosure or Discovery
10 Material from a Producing Party.

11 3. SCOPE

12 The protections conferred by this Order cover not only Protected Material
13 (as defined above), but also (1) any information copied or extracted from Protected
14 Material; (2) all copies, excerpts, summaries, or compilations of Protected
15 Material; and (3) any deposition testimony, conversations, or presentations by
16 Parties or their Counsel that might reveal Protected Material, other than during a
17 court hearing or at trial.

18 Any use of Protected Material during a court hearing or at trial shall be
19 governed by the orders of the presiding judge. This Order does not govern the use
20 of Protected Material during a court hearing or at trial.

21 4. DURATION

22 Even after final disposition of this litigation, the confidentiality obligations
23 imposed by this Order shall remain in effect until a Designating Party agrees
24 otherwise in writing or a court order otherwise directs. Final disposition shall be
25 deemed to be the later of (1) dismissal of all claims and defenses in this Action,
26 with or without prejudice; and (2) final judgment herein after the completion and
27 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
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1 including the time limits for filing any motions or applications for extension of time
2 pursuant to applicable law.

3 5. DESIGNATING PROTECTED MATERIAL

4 5.1 Exercise of Restraint and Care in Designating Material for Protection.

5 Each Party or Non-Party that designates information or items for protection under
6 this Order must take care to limit any such designation to specific material that
7 qualifies under the appropriate standards. The Designating Party must designate for
8 protection only those parts of material, documents, items, or oral or written
9 communications that qualify so that other portions of the material, documents,
10 items, or communications for which protection is not warranted are not swept
11 unjustifiably within the ambit of this Order.

12 Mass, indiscriminate, or routinized designations are prohibited. Designations
13 that are shown to be clearly unjustified or that have been made for an improper
14 purpose (e.g., to unnecessarily encumber the case development process or to
15 impose unnecessary expenses and burdens on other parties) may expose the
16 Designating Party to sanctions.

17 If it comes to a Designating Party's attention that information or items that
18 it designated for protection do not qualify for protection, that Designating Party
19 must promptly notify all other Parties that it is withdrawing the inapplicable
20 designation.

21 5.2 Manner and Timing of Designations. Except as otherwise provided in
22 this Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise
23 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
24 under this Order must be clearly so designated before the material is disclosed or
25 produced.

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1 Designation in conformity with this Order requires:

2 (a) for information in documentary form (e.g., paper or electronic
3 documents, but excluding transcripts of depositions), that the Producing Party affix
4 at a minimum, the legend "CONFIDENTIAL" (hereinafter "CONFIDENTIAL
5 legend"), to each page that contains protected material. If only a portion or portions
6 of the material on a page qualifies for protection, the Producing Party also must
7 clearly identify the protected portion(s) (e.g., by making appropriate markings in
8 the margins).

9 A Party or Non-Party that makes original documents available for inspection
10 need not designate them for protection until after the inspecting Party has indicated
11 which documents it would like copied and produced. During the inspection and
12 before the designation, all of the material made available for inspection shall be
13 deemed "CONFIDENTIAL." After the inspecting Party has identified the
14 documents it wants copied and produced, the Producing Party must determine
15 which documents, or portions thereof, qualify for protection under this Order.
16 Then, before producing the specified documents, the Producing Party must affix
17 the "CONFIDENTIAL legend" to each page that contains Protected Material. If
18 only a portion or portions of the material on a page qualifies for protection, the
19 Producing Party also must clearly identify the protected portion(s) (e.g., by making
20 appropriate markings in the margins).

22 (b) for testimony given in depositions that the Designating Party
23 identifies on the record, before the close of the deposition as protected testimony.

24 (c) for information produced in some form other than documentary and
25 for any other tangible items, that the Producing Party affix in a prominent place on
26 the exterior of the container or containers in which the information is stored the
27 legend "CONFIDENTIAL." If only a portion or portions of the information
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1 warrants protection, the Producing Party, to the extent practicable, shall identify
2 the protected portion(s).

3 (d) in the case of depositions, Designating Party may designate all or any
4 portion of the deposition testimony given regarding the Confidential Information
5 in this litigation as Confidential Information orally during the deposition. Any
6 questions intended to elicit testimony regarding the contents of the Confidential
7 Information shall be conducted only in the presence of persons authorized to review
8 the Confidential Information as provided in this Order. Any deposition transcript
9 containing such questions and testimony shall be subject to the same protections
10 and precautions applicable to the Confidential Information.

11 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
12 failure to designate qualified information or items does not, standing alone, waive
13 the Designating Party's right to secure protection under this Order for such
14 material. Upon timely correction of a designation, the Receiving Party must make
15 reasonable efforts to assure that the material is treated in accordance with the
16 provisions of this Order.

17 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

18 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
19 designation of confidentiality at any time that is consistent with the Court's
20 Scheduling Order.

21 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
22 resolution process under Local Rule 37-1 *et seq.*

23 6.3 The burden of persuasion in any such challenge proceeding shall be
24 on the Designating Party. Frivolous challenges, and those made for an improper
25 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
26 parties) may expose the Challenging Party to sanctions. Unless the Designating
27 Party has waived or withdrawn the confidentiality designation, all parties shall
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1 continue to afford the material in question the level of protection to which it is
 2 entitled under the Producing Party's designation until the Court rules on the
 3 challenge.

4 7. ACCESS TO AND USE OF PROTECTED MATERIAL

5 7.1 Basic Principles. A Receiving Party may use Protected Material that
 6 is disclosed or produced by another Party or by a Non-Party in connection with this
 7 Action only for prosecuting, defending, or attempting to settle this Action. Such
 8 Protected Material may be disclosed only to the categories of persons and under
 9 the conditions described in this Order. When the Action has been terminated, a
 10 Receiving Party must comply with the provisions of Section 13 below.

11 Protected Material must be stored and maintained by a Receiving Party at a
 12 location and in a secure manner that ensures that access is limited to the persons
 13 authorized under this Order.

14 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
 15 otherwise ordered by the court or permitted in writing by the Designating Party, a
 16 Receiving Party may disclose any information or item designated
 17 "CONFIDENTIAL" only to:

18 (a) the Receiving Party's Outside Counsel of Record in this Action, as
 19 well as employees of said Outside Counsel of Record to whom it is reasonably
 20 necessary to disclose the information for this Action;

21 (b) the officers, directors, and employees (including House Counsel) of
 22 the Receiving Party to whom disclosure is reasonably necessary for this Action;

23 (c) Experts (as defined in this Order) of the Receiving Party to whom
 24 disclosure is reasonably necessary for this Action and who have signed the
 25 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

26 (d) the court and its personnel;

27 (e) court reporters and their staff;

1 (f) professional jury or trial consultants, mock jurors, and Professional
 2 Vendors to whom disclosure is reasonably necessary for this Action and who have
 3 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

4 (g) the author or recipient of a document containing the information or a
 5 custodian or other person who otherwise possessed or knew the information;

6 (h) during their depositions, witnesses, and attorneys for witnesses, in
 7 the Action to whom disclosure is reasonably necessary provided: (1) the deposing
 8 party requests that the witness sign the “Acknowledgment and Agreement to Be
 9 Bound” form attached as Exhibit A hereto; and (2) they will not be permitted to
 10 keep any confidential information unless they sign the “Acknowledgment and
 11 Agreement to Be Bound” attached as Exhibit A, unless otherwise agreed by the
 12 Designating Party or ordered by the court. Pages of transcribed deposition
 13 testimony or exhibits to depositions that reveal Protected Material may be
 14 separately bound by the court reporter and may not be disclosed to anyone except
 15 as permitted under this Protective Order; and

16 (i) any mediator or settlement officer, and their supporting personnel,
 17 mutually agreed upon by any of the parties engaged in settlement discussions.

18 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
 19 IN OTHER LITIGATION

20 If a Party is served with a subpoena or a court order issued in other litigation
 21 that compels disclosure of any information or items designated in this Action as
 22 “CONFIDENTIAL,” that Party must:
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24 (a) promptly notify in writing the Designating Party. Such notification
 25 shall include a copy of the subpoena or court order unless prohibited by law;

26 (b) promptly notify in writing the party who caused the subpoena or order
 27 to issue in the other litigation that some or all of the material covered by the
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1 subpoena or order is subject to this Protective Order. Such notification shall
2 include a copy of this Protective Order; and

3 (c) cooperate with respect to all reasonable procedures sought to be
4 pursued by the Designating Party whose Protected Material may be affected.

5 If the Designating Party timely seeks a protective order, the Party served
6 with the subpoena or court order shall not produce any information designated in
7 this action as “CONFIDENTIAL” before a determination by the court from which
8 the subpoena or order issued, unless the Party has obtained the Designating Party’s
9 permission, or unless otherwise required by the law or court order. The
10 Designating Party shall bear the burden and expense of seeking protection in that
11 court of its confidential material and nothing in these provisions should be
12 construed as authorizing or encouraging a Receiving Party in this Action to disobey
13 a lawful directive from another court.
14

15 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
16 PRODUCED IN THIS LITIGATION

17 (a) The terms of this Order are applicable to information produced by a
18 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information
19 produced by Non-Parties in connection with this litigation is protected by the
20 remedies and relief provided by this Order. Nothing in these provisions should be
21 construed as prohibiting a Non-Party from seeking additional protections.

22 (b) In the event that a Party is required, by a valid discovery request, to
23 produce a Non-Party’s confidential information in its possession, and the Party is
24 subject to an agreement with the Non-Party not to produce the Non-Party’s
25 confidential information, then the Party shall:

26 (1) promptly notify in writing the Requesting Party and the Non-Party
27 that some or all of the information requested is subject to a confidentiality
28 agreement with a Non-Party;

1 (2) promptly provide the Non-Party with a copy of the Protective
 2 Order in this Action, the relevant discovery request(s), and a reasonably specific
 3 description of the information requested; and

4 (3) make the information requested available for inspection by the
 5 Non-Party, if requested.

6 (c) If a Non-Party represented by counsel fails to commence the process
 7 called for by Local Rules 45-1 and 37-1, et seq. within 14 days of receiving the
 8 notice and accompanying information or fails contemporaneously to notify the
 9 Receiving Party that it has done so, the Receiving Party may produce the Non-
 10 Party's confidential information responsive to the discovery request. If an
 11 unrepresented Non-Party fails to seek a protective order from this court within 14
 12 days of receiving the notice and accompanying information, the Receiving Party
 13 may produce the Non-Party's confidential information responsive to the discovery
 14 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
 15 not produce any information in its possession or control that is subject to the
 16 confidentiality agreement with the Non-Party before a determination by the court
 17 unless otherwise required by the law or court order. Absent a court order to the
 18 contrary, the Non-Party shall bear the burden and expense of seeking protection in
 19 this court of its Protected Material.
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21 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

22 If a Receiving Party learns that, by inadvertence or otherwise, it has
 23 disclosed Protected Material to any person or in any circumstance not authorized
 24 under this Protective Order, the Receiving Party must immediately (a) notify in
 25 writing the Designating Party of the unauthorized disclosures, (b) use its best
 26 efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the
 27 person or persons to whom unauthorized disclosures were made of all the terms of
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1 this Order, and (d) request such person or persons to execute the “Acknowledgment
2 and Agreement to Be Bound” that is attached hereto as Exhibit A.

3 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
4 PROTECTED MATERIAL

5 When a Producing Party gives notice to Receiving Parties that certain
6 inadvertently produced material is subject to a claim of privilege or other
7 protection, the obligations of the Receiving Parties are those set forth in Federal
8 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
9 whatever procedure may be established in an e-discovery order that provides for
10 production without prior privilege review. Pursuant to Federal Rule of Evidence
11 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure
12 of a communication or information covered by the attorney-client privilege or work
13 product protection, the parties may incorporate their agreement into this Protective
14 Order.
15

16 12. MISCELLANEOUS

17 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
18 person to seek its modification by the Court in the future.

19 12.2 Right to Assert Other Objections. No Party waives any right it
20 otherwise would have to object to disclosing or producing any information or item
21 on any ground not addressed in this Protective Order. Similarly, no Party waives
22 any right to object on any ground to use in evidence of any of the material covered
23 by this Protective Order.

24 12.3 Filing Protected Material. A Party that seeks to file under seal any
25 Protected Material must comply with Civil Local Rule 79-5 and with any pertinent
26 orders of the assigned District Judge and Magistrate Judge. If a Party's request to
27 file Protected Material under seal is denied by the court, then the Receiving Party
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1 may file the information in the public record unless otherwise instructed by the
2 court.

3 13. FINAL DISPOSITION

4 After the final disposition of this Action, as defined in Section 4, within 60
5 days of a written request by the Designating Party, each Receiving Party must
6 return all Protected Material to the Producing Party or destroy such material. As
7 used in this subdivision, "all Protected Material" includes all copies, abstracts,
8 compilations, summaries, and any other format reproducing or capturing any of the
9 Protected Material. Whether the Protected Material is returned or destroyed, the
10 Receiving Party must submit a written certification to the Producing Party (and, if
11 not the same person or entity, to the Designating Party) by the 60 day deadline that
12 (1) identifies (by category, where appropriate) all the Protected Material that was
13 returned or destroyed and (2) affirms that the Receiving Party has not retained any
14 copies, abstracts, compilations, summaries or any other format reproducing or
15 capturing any of the Protected Material. Notwithstanding this provision, Counsel
16 are entitled to retain an archival copy of all pleadings, motion papers, trial,
17 deposition, and hearing transcripts, legal memoranda, correspondence, deposition
18 and trial exhibits, expert reports, attorney work product, and consultant and expert
19 work product, even if such materials contain Protected Material. Any such archival
20 copies that contain or constitute Protected Material remain subject to this Protective
21 Order as set forth in Section 4.

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1 14. Any violation of this Order may be punished by any and all appropriate
2 measures including, without limitation, contempt proceedings and/or monetary
3 sanctions.
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5 Dated: October 13, 2023

LAWRENCE BEACH ALLEN & CHOI, PC

6
7 By /s/ Rocco Zambito, Jr.
Rocco Zambito, Jr.
8 Attorneys for Defendants
County of Ventura and
9 Deputy Vivian Levine (erroneously
sued and served as "Villian Levine")
10

11 Dated: October 13, 2023

Law Offices of Goldberg & Gage
A Partnership of Professional Law Corporations

12
13 By /s/ Milad Sadr
Milad Sadr
14 Bradley C. Gage
Attorneys for Plaintiff
15

16 Dated: October 13, 2023

GORDON REES SCULLY MANSUKHANI, LLP

17 By /s/ Lindsey M. Romano
Lindsey M. Romano
18 Allison J. Becker (pro hac vice)
Attorneys for Defendants
19 Wellpath, LLC, Dorothy Arellano,
and Jonathan De Felipe
20
21

22 IT IS SO ORDERED.
23

24 DATED: October 18, 2023
25

26
27 /s/
Honorable Jacqueline Chooljian
28 United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
 _____ [print or type full address], declare under penalty of perjury
 that I have read in its entirety and understand the Protective Order that was issued
 by the United States District Court for the Central District of California on October
 18, 2023 in the case of *The Estate of Rose Denley, et al. v. County of Ventura, et al.*, Case No. 2:23-cv-04865-JWH (JCx). I agree to comply with and to be bound
 by all the terms of this Protective Order and I understand and acknowledge that
 failure to so comply could expose me to sanctions and punishment in the nature of
 contempt. I solemnly promise that I will not disclose in any manner any information
 or item that is subject to this Protective Order to any person or entity except in strict
 compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
 for the Central District of California for the purpose of enforcing the terms of this
 Protective Order, even if such enforcement proceedings occur after termination of
 this action. I hereby appoint _____ [print or type full
 name] of _____ [print or type full
 address and telephone number] as my California agent for service of process in
 connection with this action or any proceedings related to enforcement of this
 Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____